

## RESOLUTION NO. 07 - 18

A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE  
CITY OF MASON CITY, IOWA, AND THE MASON CITY FIRE  
FIGHTERS ASSOCIATION LOCAL UNION NO. 41

BE IT RESOLVED by the City Council of the City of Mason City,

Iowa:

AGREEMENT

THIS AGREEMENT made and entered into by and between the CITY OF MASON CITY, IOWA, hereinafter referred to as the "EMPLOYER," and the MASON CITY FIRE FIGHTERS ASSOCIATION, LOCAL UNION NO. 41, hereinafter referred to as the "ASSOCIATION."

ARTICLE 1: WAGES – MODIFIED 40 HOUR RATE

Effective	<u>7/1/07</u>	<u>7/1/08</u>	<u>7/1/09</u>
1.01 – Starting	\$14.73	\$15.28	\$15.74
1.02 – 1 Yr.(2 <sup>nd</sup> Class)	\$16.07	\$16.67	\$17.17
1.03 - 2 Yrs.(1 <sup>st</sup> Class)	\$17.03	\$17.67	\$18.20
1.04 - 3 Years	\$19.07	\$19.78	\$20.38
1.05 - 5 Years	\$19.82	\$20.56	\$21.18
1.06 - 10 Years	\$20.62	\$21.39	\$22.03
1.07 – 15 Years	\$21.43	\$22.23	\$22.90
1.08 - 20 Years	\$22.31	\$23.14	\$23.84
1.09 - Lieutenant	\$23.76	\$24.65	\$25.39
1.10 – Starting/FF/Paramedic	\$15.24	\$15.84	\$16.35
1.11 – 1 Yr. (2 <sup>nd</sup> Class) FF/Paramedic	\$16.57	\$17.22	\$17.77
1.12 – 2 Yrs. (1 <sup>st</sup> Class) FF/Paramedic	\$17.53	\$18.22	\$18.80
1.13 – 3 Yrs. FF/Paramedic	\$19.57	\$20.33	\$20.97
1.14 – 5 Yrs. FF/Paramedic	\$20.31	\$21.10	\$21.76
1.15 – 10 Yrs. FF/Paramedic	\$21.11	\$21.93	\$22.62
1.16 – 15 Yrs. FF/Paramedic	\$21.95	\$22.81	\$23.52
1.17 – 20 Yrs. FF/Paramedic	\$22.80	\$23.69	\$24.43
1.18 – Lieutenant/Paramedic	\$24.26	\$25.20	\$25.99
1.19 - Captain	\$25.79	\$26.79	\$27.62

ARTICLE 2: HEALTH AND WELFARE

- 2.01 - The Employer will furnish health insurance with Blue Cross Blue Shield Protector 250 plan with the Alliance/Select option. This plan includes an annual deductible of \$250 per person and a maximum annual deductible of \$500 for the family. The annual out of pocket maximum is \$1,000 per individual and the annual out of pocket maximum is \$2,000 for family. The premium will be allocated as follows:

- 2.02 - For July 1, 2007, to June 30, 2008, the employee will contribute \$25.00 per month for either single or family health insurance. For July 1, 2008, to June 30, 2009, the employee will contribute \$30.00 per month for single health insurance or \$40 per month for family health insurance. For July 1, 2009, to June 30, 2010, the employee will contribute \$35.00 per month for single health insurance or \$50.00 per month for family health insurance. The City will pay the remainder of the monthly contribution.
- 2.03 - The Employer shall continue in effect the Sun Life of Canada Insurance coverage of ten thousand dollars (\$10,000.00) on the employee and two thousand dollars (\$2,000.00) on the employee's dependent(s) and pay the monthly premium of four dollars and seventy-three cents (\$4.73) (family) or three dollars and ninety cents (\$3.90) (single), whichever is applicable.

### **ARTICLE 3: OVERTIME PAY**

- 3.01 - Fire Fighters shall be paid overtime pay for any time worked in excess of the regularly scheduled workweek and shall be compensated at time and one-half based on a forty (40) hour workweek. If required to work at the end of their shift, they shall be paid a minimum of fifteen (15) minutes overtime. If called in while not on duty, they shall be paid a minimum of two (2) hours at time and one-half. If called in prior to the employee's shift, the two (2) hour minimum does not apply.
- 3.02 - The Officer acting as training officer shall work a regular forty (40) hour workweek and any work in excess of their regular workweek shall be compensated at time and one half (1 1/2) based on a forty (40) hour workweek. The decision to give compensatory time off or overtime pay shall be exclusively the Employer's and shall be nongrievable.

### **ARTICLE 4: PHYSICALS**

- 4.01 - The Employer will provide physicals and pay the cost as required by OSHA law and regulations.

### **ARTICLE 5: LIGHT DUTY**

- 5.01 - The Chief will assign employees who are sick or injured and unable to perform their regular duties to light duty, if in the judgment of the employee's physician, the individual is able to perform the assigned tasks. The City, however, reserves the right to a second opinion by a physician of their choice whose opinion shall be binding.

Employees shall not be assigned duties that in the physician's opinion are detrimental to their recovery, cause undue pain, or endanger other employees. Those employees unable to perform light duty shall be placed on sick leave until such time as released for return to duty, benefits expire, or placement on retirement benefits.

All bargaining members shall be allowed access to light duty under this section except that light duty shall not be interpreted as creating a permanent or long term position, and nothing here shall prevent the City from exercising its powers under Chapter 411 Accidental Disability & Ordinary Disability.

## **ARTICLE 6: SICK LEAVE**

- 6.01 - Employees, except probationary Fire Fighters shall be granted sick leave each calendar year in the following manner: fifty-five (55) working days for twenty-four (24) hour personnel and one hundred twenty (120) work days for forty (40) hour workweek personnel. Provided, however, that in the case of unusually severe illness or injury which causes an extended period of disability, the Chief of the Fire Department shall have the discretion to extend total sick leave to ninety (90) working days for twenty-four (24) hour personnel and one hundred eighty (180) workdays for forty (40) hour workweek personnel. Probationary firefighters will be granted three (3) sick leave days for the duration of the probationary period. Used sick days during the probationary period will be deducted from the next years allotted sick leave.

Sick leave shall be used only in the event of the employee's own illness or injury, and shall be payable from the first workday missed due to illness or injury. Members of the department shall notify department headquarters as promptly as possible of illness or injury not incurred while on duty which necessitates absence from duty. In the event of suspected abuse, the Employer may require the employee to furnish a doctor's certificate verifying the illness claimed.

- 6.02 - No salary shall be deducted on account of such sickness or disability leave provided the member presents written evidence from a doctor certifying the absence from duty and the length thereof were reasonably required by the member's physical condition. Any member who is unable to return to duty at the termination of his/her sick leave or disability leave shall be retired.
- 6.03 - During the period of absence from duty, the Chief may, at his/her discretion, designate other officers or members to perform the duties of the member who is absent, and may give such officer or member any temporary rank and pay necessary in the circumstances.

## **ARTICLE 7: OTHER LEAVES**

- 7.01 - In the event of injury or illness to a member of an employee's family, as described in (Death in Family) that requires hospitalization, an employee shall be granted one (1), two (2) hour period of paid leave each workday for the purpose of visitation.
- 7.02 - Life threatening or terminal injury or illness: in the event of a life threatening or terminal injury or illness to an employee's immediate family as described in (Death in Family), the employee shall be granted, at the Chief's discretion, paid leave for visitation, not to exceed the following: Member working twenty-four (24) hours - three (3) working days per occurrence; Member working forty (40) hour week - five (5) working days per occurrence.
- 7.03 - Death in Family:

In the event of a death in the family of an employee, the employee shall be granted paid leave in the following manner: 1. Twenty-four (24) hour shift personnel, the day of the death and four (4) consecutive calendar days thereafter. 2. Those personnel working forty

(40) hours per week the paid leave four (4) working days - family of an employee is hereby defined as:

Father	Son-in-Law
Mother	Daughter-in-Law
Wife or Husband	Grandchildren
Son	Grandparents
Daughter	Step Parents
Brother	Step Children
Sister	Father (of Spouse)
	Mother (of Spouse)

In the event of the death of a current or former City employee or a close relative, (close relative is hereby defined as the spouse's brother, sister, grandparents, step relationship or member of the employee's household) leave will be granted not to exceed six (6) working hours to attend the funeral in Mason City. Additional time off with pay for attendance at such funerals in distant areas may be granted upon request and with approval of the Chief of the Fire Department.

7.04 - In the event of the death of a close friend, contact the Chief for approval of leave to attend the funeral or if you are a pallbearer.

7.05 - Emergency Personal Leave:

Paid emergency personal leave may be granted by the Chief or officer in charge.

## **ARTICLE 8: VACATIONS**

8.01 - Fire Fighters shall receive vacations with pay on the following basis:

After one (1) year of service - six (6) working days  
After eight (8) years of service - nine (9) working days  
After fifteen (15) years of service - twelve (12) working days  
After twenty-two (22) years of service - fifteen (15) working days

8.02 - The Officer acting as training officer shall receive vacations on the following basis:

After one (1) year of service - ten (10) working days  
After eight (8) years of service - fifteen (15) working days  
After fifteen (15) years of service - twenty (20) working days  
After twenty-two (22) years of service - twenty-five (25) working days

8.03 - The number of battalion personnel allowed to be absent shall be as follows:

Battalions with 13 staff positions	2
Battalions with 12 staff positions	2
Battalions with 11 staff positions	2
Battalions with 10 staff positions	2
Battalions with 9 staff positions	2
Battalions with 8 staff positions	1

The Fire Chief shall have the power to block any open vacation days due to foreseeable absences of personnel to maintain the staffing as described above. (Exception: Military leave per grievance dated 02/12/98.)

Except during a community emergency, the Chief will not block out vacation that has already been picked.

- 8.04 – Vacation dates shall be picked by battalion personnel in the order of seniority. Each member shall pick one block of vacation and then pass the choice on to the next member. This shall be done until everyone has satisfied his or her seniority. A block of vacation shall be anywhere from one 24 hour day up to a member's total annual vacation.

Up to April 1 of each year, members may use vacation without constituting a pick. However, if a member should exercise his or her power of seniority to gain a vacation during this period, it shall constitute a pick.

#### **ARTICLE 9: EXTRA DUTY PAY**

- 9.01 - Individuals shall receive the difference between the individual's pay and a Lieutenant pay for the hours the individual is acting as Lieutenant.
- 9.02 - Individuals shall receive the difference between the individual's pay and the Captain's pay for the hours the individual is acting as Captain.
- 9.03 - Assistant Fire Marshal shall receive an additional fifty dollars (\$50.00) per month extra duty pay.
- 9.04 - The Officer acting as training officer shall be compensated 22/36 (Full Holiday) per month as extra duty pay.

#### **ARTICLE 10: CLOTHING ALLOWANCE**

- 10.01 - Employees covered by the terms of this Agreement shall receive a clothing allowance of four hundred forty dollars (\$440.00) per year.

#### **ARTICLE 11: PERSONAL EQUIPMENT**

- 11.01 - Eyeglasses, flashlights and personal tools and equipment, used in the course of performing assigned duties with the prior approval of the Chief or the Chief's designee, damaged or lost will be replaced at the expense of the employer.

#### **ARTICLE 12: HOLIDAYS**

- 12.01 - Fire Fighters shall recognize the following holidays:

		<u>7/1/2007</u>	<u>7-1-2008</u>	<u>7-1-2009</u>	
Day	Independence Day	07/04/07	07/04/08	07/04/09	Labor
	09/03/07	09/01/08	09/07/09		
	Veteran's Day	11/11/07	11/11/08	11/11/09	
	Thanksgiving Day	11/22/07	11/27/08	11/26/09	
	Christmas Day	12/25/07	12/25/08	12/25/09	
	New Year's Day	01/01/08	01/01/09	01/01/10	
	President's Day	02/18/08	02/16/09	02/15/10	
	Good Friday	03/21/08	04/10/09	04/02/10	
	Memorial Day	05/26/08	05/25/09	05/31/10	

Two other floating holidays mutually approved

Fire Fighters shall work their regularly scheduled workday.

All Fire Fighters shall be paid an extra \$117.14 (7/1/07-6/30/08) and \$121.53 (7/1/08-6/30/09) and \$125.18 (7/1/09-6/30/10) per day over and above their regular rate of pay if they are off on the holiday or work 8 hours that holiday during the 2007-2010 contract. All Fire Fighters will be paid an extra \$234.31 (7/1/07-6/30/08) and \$243.10 (7/1/08-6/30/09) and \$250.39 (7/1/09-6/30/10) per day over and above their regular rate of pay for each holiday they work 16 hours during the 2007-2010 contract.

Fire Fighters on vacation, leave of absence, or sick leave shall not receive holiday pay. However, for those Fire Fighters scheduled to work on a holiday and the holiday falls within the Fire Fighter's scheduled vacation [three (3) or more days off consecutively], the Fire Fighter shall receive an additional day off to be mutually agreed upon between the Chief and the employee.

12.02 – The Officer acting as training officer shall observe the above-enumerated holidays and shall be off on those holidays the same as all other employees in City Hall.

### **ARTICLE 13: PAY PERIODS**

13.01 - All employees covered by the terms of this Agreement will be paid every other Friday and the pay is for the two (2) weeks preceding.

### **ARTICLE 14: RESIDENCE REQUIREMENTS**

14.01 - All employees covered by the terms of this Agreement shall reside within a ten (10) mile radius of the city limits of Mason City.

### **ARTICLE 15: CIVIL SERVICE**

15.01 - Employees and employment covered by any collective bargaining agreement approved by the City of Mason City are subject to and governed by the policies and procedures of the Civil Service Commission as established pursuant to Chapter 400, Code of Iowa, and reference should be made as necessary.

## **ARTICLE 16: GARCIA DAYS**

16.01 - In consideration for being regularly scheduled to work in excess of two hundred and four (204) hours per every twenty-seven (27) day work period as established under FLSA, employees shall accrue twelve (12) compensatory hours (216-204=12). However, pursuant to this Agreement such compensatory time shall be accrued whether the employee actually works two hundred sixteen (216) hours during this twenty-seven (27) day period or not, as long as the employee is on an approved paid leave or vacation. The exception would be extended sick leave or light duty, which is determined to be nine (9) or more workdays. An employee starting after the beginning of a twenty-seven (27) day period shall accrue time on a prorated basis for that period.

So as not to unduly disrupt the Employer's operation, compensatory time accrued in the previous year shall be taken as compensatory time off in twenty-four (24) hour increments. During a calendar year, all compensatory time accrued the previous year shall be used up. Time may be used, however, at any time after accrual. As part of this Agreement, all compensatory time must be cleared and used up before an employee can make application for a service retirement. Exceptions can be made only by the Employer and are nongrievable.

Compensatory time off may be used before vacations are picked only up to April 1 of each year. All vacation time will be picked or passed by all personnel on a battalion before any compensatory time off will be allowed to be used after the April 1 deadline. The selection manner is the same as vacation picks.

## **ARTICLE 17: MAINTENANCE OF STANDARDS**

17.01 - The Employer and employees recognize certain informal working conditions have been enjoyed by all employees. Even though items of this nature have not been specifically negotiated, both parties agree in good faith to continue these conditions where not in conflict with other provisions of this Agreement. This Article shall only apply to mandatory subjects of bargaining under Section 7 of the Public Employment Relations Act.

## **ARTICLE 18: DISCHARGE OR SUSPENSION**

18.01 - Employee and employment governed by any collective bargaining agreement approved by the City of Mason City are subject to Chapter 400 and Chapter 20, The Code of Iowa, and reference should be made to them as necessary. Discharge or suspension matters shall be handled exclusively under Chapter 400, Code of Iowa.

18.02 - The grievant may be an employee, group of employees or the Association.

18.03 - Any employee having grievance shall report same to his/her steward in writing within fourteen (14) calendar days from the date of occurrence.

Step 1. Within seven (7) calendar days after the grievance has been filed, the employee and his/her steward or Association shall meet with the Chief or his/her designee and attempt to resolve the grievance. This time period

may be extended by mutual agreement between the parties. If the grievance is not resolved in Step 1, it shall be referred to Step 2.

Step 2. Within seven (7) calendar days, if the grievance has not been resolved in Step 1, the authorized Union representative, the steward and the employee or Association shall meet within seven (7) calendar days with the Chief of his/her designee and attempt to resolve the grievance, failing to resolve the grievance, the grievance may be referred to a mutually agreeable arbitrator whose decision shall be final and binding on all parties. If the parties cannot mutually agree upon the arbitrator, a list of five (5) arbitrators shall be obtained from the Public Employment Relations Board and the neutral shall be selected by lot. Any cost of the arbitrator shall be borne equally by the parties.

#### **ARTICLE 19: COLLEGE CREDITS**

19.01 - All employees who earn a college credit toward a degree in Fire Science will be paid eighty-five cents (\$0.85) per semester credit hour per month with a maximum of fifty-one dollars (\$51.00) per month.

#### **ARTICLE 20: TRANSFERS**

20.01 – When personnel are required to change shifts involuntarily, the city shall provide ten, (10), calendar days notice to each employee affected by the transfer. If the city fails to deliver such notice, the employee shall receive one and one half times their regular pay for the first two (2) twenty-four (24) hour shifts. (Except during a community emergency.)

#### **ARTICLE 21: MANAGEMENT RIGHTS**

21.01 – The Employer reserves the right to make decisions concerning all matters not addressed by this Agreement. Such rights shall include, but not be limited to the following matters: Efficient management of the Fire Department; determination of the services to be rendered; size of the workforce; hiring, assignment and layoff of employees; directing the workforce, assigning work and determining the number of employees assigned to operations; establishing work schedules; modifying department rules and regulations; approving courses and educational programs; transferring or promoting employees; and evaluation of employees for promotion or assignment.

#### **ARTICLE 22: EVALUATIONS**

22.01 - A conference regarding the evaluation will be held between the employee and the supervisor(s) following the completion of the written evaluation. The Chief and Union shall develop the procedures governing the conduct of that evaluation conference. After the initial six-month and 12 month evaluations all employees shall be evaluated at least annually on or about their respective employment anniversary date. The employee has the right to respond to his/her performance evaluation and such response will become part of the evaluation report. All evaluation reports will be placed in the employee's personnel file and upon request, the employee will be furnished a copy of the report.



## **ARTICLE 23: EMERGENCY MEDICAL SERVICE RECERTIFICATION**

The employer will pay registration fees and certification fees to maintain Iowa E.M.S. certification levels of all employees.

Employees required to attend classes off duty will be compensated for classroom time spent. If it is necessary for employees to attend class during duty hours, it will be the responsibility of the employer to maintain staffing.

## **ARTICLE 24: DURATION OF AGREEMENT**

23.01 - This Agreement shall be in full force and effect from July 1, 2007, to and including June 30, 2010. This contract shall continue in full force and effect from year to year thereafter, unless a written notice of desire to change is served by either party upon the other sixty (60) days prior to the date of expiration.

**CITY OF MASON CITY, IOWA**

**MASON CITY FIRE FIGHTERS  
ASSOCIATION, LOCAL NO. 41**

By: \_\_\_\_\_  
John Jaszewski, Mayor pro tem

By: \_\_\_\_\_  
Thomas J. Wollner  
President, Local 41

ATTEST: \_\_\_\_\_  
"EMPLOYER"

\_\_\_\_\_  
"ASSOCIATION"

Section 2: That the City Clerk shall make all corrections and additions to this Agreement within ten (10) days of Council approval of said changes, and shall furnish five (5) copies to the Secretary Treasurer of Local No. 41.

Section 3: That all agreements in conflict with the provisions of this Resolution should be and the same are hereby repealed.

Section 4: That the Mayor and City Clerk are hereby authorized and directed to execute said Agreement for and on behalf of the City of Mason City, Iowa.

Section 5: That this Resolution shall be in full force and effect upon adoption by the City Council of the City of Mason City, Iowa, and until otherwise amended by action of said City Council, with consent of both the City and the Union.

PROPOSED AND ADOPTED this 6th day of February, 2007.

/s/John Jaszewski  
John Jaszewski, Mayor pro tem

ATTEST:  
/s/Tom Meyer  
Tom Meyer, Interim City Clerk